GOVERNMENT OF KARNATAKA

BANGALORE DEVELOPMENT AUTHORITY

PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS

Office of the Executive Engineer (East Division)
Bangalore Development Authority (BDA),
Ground Floor, Nagarabhirudhi Bhavan, 22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot, Indiranagar, Bengaluru, Karnataka 560008
e-mail id: eeeasthsr@gmail.com and Ph no. - 080-23345799.

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SECTION 1: SECTION LETTER OF INVITATION

File No: _____ Date: -06-2026.

1. The Executive Engineer, East Division, BDA, Bengaluru Scheduled invites bid proposals for providing the services of **"PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS"** More details on the Services are provided in the attached Terms of Reference.

2. The RFP has been open to the all the eligible, registered firms/companies for providing the service of Project Management Unit Servies.

3. The Service provider will be selected under Quality-and Cost-Based Selection (QCBS) procedures described in this RFP. Bidders have to quote their price bid in rupees only.

4. The RFP includes the following documents:
   Section 1 - Letter of Invitation
   Section 2 - Information to Service provider
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Financial Proposal - Standard Forms
   Section 5 - Terms of Reference
   Section 6 - Standard Form of Contract.

5. Service provider shall as refer the e-procurement portal for information https://kppp.karnataka.gov.in/#/portal/portal-home

6. The Details of the Service as below:

Si No.	Name of the Service	EMD Amount in ₹.	Period of service
1.	"PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS"	₹5.00 Lakhs	60 days from the commencement of service

Sd/-
Executive Engineer,
East Division
Bangalore Development Authority
Bengaluru.

SECTION 2: INFORMATION TO SERVICE PROVIDER

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet.

1.2 The Service providers are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for providing the Services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Service provider.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Service provider under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Service provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, service providers are encouraged to pay a visit to the Client before submitting a Proposal. The Service Provider agency's representative should contact the office named in the Data Sheet to arrange for their visit or to obtain additional information. Service provider should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 The Client Department expects the Service provider to provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Service provider shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client

1.7.1 Without limitation on the generality of this rule, Service provider shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing the Services for the same project. Conversely, firms hired to

provide the Services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier providing the Services) for the same project.

(b) Service provider or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the service provider.

1.7.2 As pointed out in para. 1.7.1 (a) above, Service provider may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Service provider should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which Service provider will be hired for the purpose.

1.8 It is Bangalore Development Authority policy to require that Service provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Bangalore Development Authority:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Bangalore Development Authority, and includes collusive practices among Service provider (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive Bangalore Development Authority of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Bangalore Development Authority-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bangalore Development Authority-financed contract; and

(e) will have the right to require that, Bangalore Development Authority to inspect Service provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by Bangalore Development Authority.

1.9 Service provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Bangalore Development Authority in accordance with the above sub para 1.8 (d).

1.10 Service provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Service provider may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by uploading an addendum in e-procurement portal if required (including an explanation of the query but without identifying the source of inquiry).

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be uploaded in e-procurement portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

3.1 Service providers are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, service providers are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Service provider must give particular attention to the following:

(i) The firm has to individually participate for the assignment; no Joint Ventures is allowed.

(ii) For assignments the availability of the requisite number's manpower shall be enclosed. The estimated manpower months or required manpower for the assignment is given in the Data Sheet/TOR. The proposal shall, however, be based on the number of manpower months estimated by the firm.

(iii) It is desirable that all the staff proposed be permanent/temporary/hired employees of the firm or have an extended and stable working relation with it.

(iv) Proposed staff must have an experience as indicated in the Data Sheet.

(v) Alternative manpower months shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's

personnel have a working knowledge of the Client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the Service provider's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D)

(iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G)

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Service provider shall express the price of their services as in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period (90 days) of the proposals, the Service provider who do not agree have the right not to extend the validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS (TO BE SUBMITTED IN E-PROCUREMENT ONLY)

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the Service provider shall digitally sign the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 All the proposals should be submitted through Government of Karnataka e-procurement portal.

4.4 Not applicable

4.5 The completed Technical and Financial Proposal shall be submitted through Government of Karnataka Public Procurement Portal on or before the time and date stated in the Data Sheet.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened by the tender inviting authority.

4.7 **Earnest Money Deposit: (EMD)**

4.7.1 The Bidders are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

4.7.2 The Bidder can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

4.7.3 The Bidder's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account held at designated Bank. EMD amount will have to be submitted by the Bidder taking into account the following conditions:

(a) EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at designated Bank.

(b) The entire EMD amount for a particular tender has to be paid in a single

transaction. It is responsibility of Bidder to ensure that payment through NEFT reaches Payment to Government of Karnataka designated Bank before Bid submission date and time, through online payment in e-Procurement portal.

4.8 **REFUND OF EMD.**

4.8.1 The earnest money deposit of unsuccessful Bidder will be returned within 30 days of the end of the proposal validity period specified in Clause 3.8

4.8.2 The earnest money deposit of the successful Bidder will be discharged when the Bidder has furnished the required Performance Security and signed the Agreement.

4.8.3 The earnest money deposit shall be forfeited:

(a) if the Bidder withdraws the proposal after deadline for submission of proposals, during the period of proposal validity;

(b) if the Bidder does not accept the correction of the contract Price, pursuant to Clause 5.6; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) furnish the required Security deposit; or

(ii) sign the Agreement.

(iii) fails to submit the required performance security and execute the agreement.

(d) if the documents submitted by the bidder found to be misleading/forged/ fake/Morphed etc.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any service provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service provider's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying

the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the technical evaluation is completed, the Client shall notify those Service provider whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, through e-procurement portal only. However, there is no scope for opening of Financial Proposals of the disqualified / rejected bids in e-procurement portal. The Client shall simultaneously notify the Service provider that have secured the minimum qualifying mark through e-procurement portal only.

5.5 The Financial Proposals shall be opened in e-procurement portal only. The participated bidders can see their bid details by the way of login to e-procurement portal.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = t × T% + Sf × P%. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the staffing pattern and any suggestions made by the firm to improve the Terms of Reference. The Client and service provider will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff periods, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the service provider can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the service provider, the Client expects to negotiate a contract on the basis of the staff named in the Proposal. Before contract negotiations, the Client

will require assurances that the staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that staff was offered in the proposal without confirming their availability, the service provider may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the service provider will initial the agreed contract. If negotiations fail, the Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify in e-procurement portal.

7.2 The service provider is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service provider who submitted the proposals or to other persons not officially concerned with the process, until the successful service provider has been notified that it has been awarded the contract.

9. PERFORMANCE SECURITY

9.1 Within 07 days of receipt of the Letter of Acceptance successful Service provider shall deliver to the Client a Security deposit in any of the forms given below for an amount equivalent **to 5% of the Contract Price.**

i) Banker's Cheque /Demand Draft /Pay Order in favor of respective Executive Engineer, East Division, BDA payable at their Jurisdiction, Bengaluru.

ii) A bank guarantee in the form given in appendix F; or

iii) Fixed deposit receipts (FDR) Pledged in the name of respective Executive Engineer, East Division, BDA payable at their Jurisdiction, Bengaluru.

9.2 Performance Security shall be provided to the client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the client. The Security Deposit shall be valid until a date 90 days from the date of expiry of contract period.

9.3 The Performance Security shall be furnished from only Nationalized Banks/Schedule Banks as per Section 2(e) of Reserve Bank of India Act 1934.

DATA SHEET

Information to Service provider

No.	Section ITT	Title	Details
1.	1.1	Name of Client	Executive Engineer, East Division, Bangalore Development Authority Ground Floor, Nagarabhirudhi Bhavan, 22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot, Indiranagar, Bengaluru, Karnataka 560008 The method of selection: Quality-and Cost-Based Selection (QCBS).
2.	1.2	Description of Assignment	**"PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS".**
3.	1.2	A Technical and Financial Proposals are requested	Yes.
4.	1.3	The Assignment is Phased	Yes.
5.	1.4	A pre-proposal conference will be held:	Meeting Hall, Office of the Engineer Member, Bangalore Development Authority Head Office, Kumara Park West, T. Chowdaiah Road, Bengaluru – 560 020. e-mail id: eeeasthsr@gmail.com Ph no: 080-23345799.
6.	1.5	Clients Inputs	Will be provided whatever information available with Bangalore Development Authority.
7.	1.7.2	The Client envisages the need for continuity for downstream work	The contract period is for 60 days.
8.	1.9	Clauses on fraud and Corruption	Sub-Clause 2.7.1 of General Conditions of Contract.
9.	2.1	Clarification of any item of the RFP	Clarifications maybe requested up to *date and time mentioned* in e-procurement portal. The address for requesting clarifications is: Office of the Executive Engineer (East Division) Bangalore Development Authority (BDA),

<table>
<tr><td></td><td></td><td></td><td>Ground Floor, Nagarabhirudhi Bhavan, 22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot, Indiranagar, Bengaluru, Karnataka 560008
e-mail id: eeeasthsr@gmail.com
Ph no: 080-23345799.</td></tr>
<tr><td>10.</td><td>3.1</td><td>Language of the Proposal</td><td>English</td></tr>
<tr><td>11.</td><td>3.3.(i)</td><td>Service provider may associate with other Service provider participated in this tender</td><td>No.</td></tr>
<tr><td>12.</td><td>3.3.(ii)</td><td>The estimated number of Staff months required for the assignment is:</td><td>The manpower required under the assignment shall be decided and deployed by the Service Provider for completion of DPR preparation service within the stipulated time period.</td></tr>
<tr><td>13.</td><td>3.3.(iv)</td><td>The minimum required experience of proposed staff is:</td><td>The Service Provider shall provide all the manpower as per the requirement mentioned in the Terms of Reference for entire service duration</td></tr>
<tr><td>14.</td><td>3.7</td><td>Financial Proposal</td><td>The bidder should quote their financial bid in terms of rupees in e-procurement against total estimate cost as indicate in the tender. The financial quote should be inclusive of applicable GST.</td></tr>
<tr><td>15.</td><td>3.8</td><td>Validity of Proposal</td><td>90 days after submission of proposal.</td></tr>
<tr><td>16.</td><td>4.3</td><td>Copies of each proposal.</td><td>Service provider must submit proposal online through Government of Karnataka Public Procurement Portal and upload the relevant technical bid documents.</td></tr>
<tr><td>17.</td><td>4.5</td><td>Submission of Proposal</td><td>Service provider must submit proposal online through Government of Karnataka Public Procurement Portal and upload the relevant technical bid documents.
https://kppp.karnataka.gov.in/#/portal/portal-home</td></tr>
<tr><td>18.</td><td>4.6</td><td>Last Date and time for submission of proposal</td><td>Please refer Karnataka Public Procurement Portal.</td></tr>
<tr><td>19.</td><td>3.7</td><td>Currency</td><td>All payments will be made in Indian Rupees.</td></tr>
<tr><td>20.</td><td>5.3</td><td>Evaluation criteria for technical proposal</td><td>
<table>
<tr><th>Sl. No</th><th>Details</th><th>Marks allotted</th></tr>
<tr><td>1.</td><td>The Bidder firm must be registered as any of the following:
a. Companies Registered under Companies Act 1956/2013.</td><td>10 Marks</td></tr>
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					b. Partnership firm Registered under Partner Ship Act 1932 or LLP Act 2008. The bidder must hold valid copy of GST and PAN registration certificate. **Relevant valid registration certificates should be submitted along with GST and PAN Card copies.**	
				2.	The bidder company must have experience in providing the similar kind of DPR preparation services of Tunnel Roads/Railways/Metro Rails projects to any Central /States governments departments or its under takings with at least ₹10.00 Crores of one project during the last 5 years i.e., January 2020 onwards and up to December 2025. a. One project of ₹10.00 Crores - 15 Marks. b. Two projects ₹10.00 Crores each - 17.5 Marks. c. Three projects ₹10.00 Crores each - 20 Marks. **The relevant work done certificates with necessary details about work done shall be submitted issued by the competent Authority**.	20 Marks
				3.	The bidder company must have financial turnover of ₹50.00 Crores per year in any two years during the last 5 years i.e., FY 2020-2021, FY 2021-22, FY 2022-23, FY 2023-24 & FY 2024-25. a. For ₹50.00 Crores – 7.5 Marks. b. For ₹50.00 - ₹100.00 Crores – 9 Marks. c. More than ₹100.00 Crores – 10 Marks. **The consolidated financial turnover**	10 Marks

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<tr><td></td><td>for last five years issued by the CA shall be submitted along with profit & loss statements and ITR copies.</td><td></td></tr>
<tr><td>4.</td><td>Adequacy of the proposed work plan and Methodology presentation for Tunnel DPR service shall be presented before the Technical Evaluation Committee of Bangalore Development Authority, Bengaluru.</td><td>20 Marks</td></tr>
<tr><td>5.</td><td>Qualifications and competence of the key professional staff. The details of staff to be deployed under the service is being provided in the Table-1

1. Team Leader cum Senior Tunnel Expert – 10 Marks
2. Tunnel Design Expert – 6 Marks
3. Senior Geotechnical Engineer - 6 Marks
4. Highway Engineer – 6 Marks
5. Senior Geophysicist – 6 Marks
6. Tunnel MEP Expert – 6 Marks
7. Site Engineers – 10 Marks

Each staff evaluation will be done by distributing the allotted marks indicated in the Table -1

Education- 30%
Experience- 60%
Kannada Language – 10%</td><td>50 Marks</td></tr>
<tr><td colspan="2">Total</td><td>100 Marks</td></tr>
<tr><td colspan="3">The minimum technical score required to pass is: 75 Marks.</td></tr>
</table>
</td></tr>
<tr><td>21.</td><td>5.7</td><td>QCBS Formula</td><td>The formula for determining the financial scores is the following:
Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration.
The weights given to the technical and Financial Proposals are: T= 0.75 and P= 0.25</td></tr>
<tr><td>22.</td><td>6.1</td><td>Location for Negotiations</td><td>Office of the Engineer Member, Bangalore Development Authority, Head Office, Kumara Park West, T. Chowdaiah Road, Bengaluru – 560 020 or in KPP Portal.</td></tr>
<tr><td>23.</td><td>7.2</td><td>Commencement of Assignment</td><td>From the date of execution of the contract or as specified in the Special Conditions of Contract.</td></tr>
</table>

24.	9.1	Performance Security	5% (Five Percent) of the Contract Price.

TABLE-1:

Sl. No.	Key Professionals	Required Nos & Marks	Qualification 30%	Working Experience 60%	Kannada Language 10%
1.	Team Leader cum Senior Tunnel Expert	1 No 10 Marks	PG/G – 3.0	15 Yrs – 3.5 15 – 20 Yrs – 5 > 20 Yrs - 6	Kan – 1.0
2.	Tunnel Design Expert	1 No 6 Marks	PG/G – 1.8	15 Yrs – 1.8 15 –17 Yrs – 2.7 > 17 Yrs – 3.6	Kan – 0.60
3.	Senior Geotechnical Engineer	1 No 6 Marks	PG/G – 1.8	15 Yrs – 1.8 15 –17 Yrs – 2.7 > 17 Yrs – 3.6	Kan – 0.60
4.	Highway Engineer	1 No 6 Marks	PG/G – 1.8	15 Yrs – 1.8 15 –17 Yrs – 2.7 > 17 Yrs – 3.6	Kan – 0.60
5.	Senior Geophysicist	1 No 6 Marks	PG/G – 1.8	15 Yrs – 1.8 15 –17 Yrs – 2.7 > 17 Yrs – 3.6	Kan – 0.60
6.	Tunnel MEP Expert	1 No 6 Marks	PG/G – 1.8	15 Yrs – 1.8 15 –17 Yrs – 2.7 > 17 Yrs – 3.6	Kan – 0.60
7.	Site Engineers	4 Nos (each 2.5 Marks)	G – 0.75	5 Yrs – 0.75 5 – 7 Yrs – 1.0 > 7 Yrs – 1.5	Kan – 0.25

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Service provider's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time Schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM:
(Name of Service provider)

To:
Executive Engineer, East Division
Bangalore Development Authority
Ground Floor, Nagarabhirudhi Bhavan, 22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot, Indiranagar, Bengaluru, Karnataka 560008.

Ladies/Gentlemen:

Subject: "**PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS**". Technical Proposal- reg.

1. With reference to your Tender document dated _____ I/We, having examined the Tender Documents and understood their contents, hereby submit my/our Tender for the Services. The Tender is unconditional and unqualified.
2. I/We acknowledge that the Client will be relying on the information provided in the Tender and the documents accompanying the Tender for selection of the Agency for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.
3. I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.
4. I/We acknowledge the right of the Client to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We declare that in the last 5 (Five) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procurement entity or by an arbitral or judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procurement entity for breach on our part.
6. I/We declare that we do not have any conflict of interest and that we are not ineligible in accordance with ITT.
7. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Tender that you may receive nor to invite the Tenderers to Tender for the Services, without incurring any liability to the Tenderer.
8. I believe that we satisfy the Eligibility Criteria and Qualification Criteria (Technical Capacity and Financial Capacity) and meet(s) the requirements as specified in the Tender Document.

9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

10. In the event of us being declared as the Successful Tenderer, I/we agree to enter into a Contract in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.

11. I/We have studied all the Tender Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Contract.

12. I/We offer an Earnest Money Deposit of **₹5,00,000/- (Rupees Five Lakhs only)** for the Services for which we have submitted the Tender (s) in accordance with the Tender Document.

13. The [Earnest Money Deposit/EMD Declaration] in the required manner is attached.

14. The documents comprising the Tender have been submitted in the manner set out in the Tender Document.

15. I/We have been in similar business of providing DPR services for at least 5 (Five) financial years preceding the last date for submission of Tenders.

16. I agree and undertake to abide by all the terms and conditions of the Tender Document.

17. I shall keep this offer valid for 90 (Ninety) days from the last date of submission of Tenders as specified in the Tender Document.

18. I/We certify that I/We have not been debarred by Procurement Entity, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt, or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

19. We, the undersigned, offer to provide the above services at throughout Karnataka in accordance with your Tender Document dated _____, and our Tender (Technical Tender and Financial Tender).

20. I/we hereby offer and agree to provide the aforementioned Service for a Contract Price as provided by using the Karnataka Public Procurement Portal.

21. I/We understand that the Contract Price for the Services is inclusive of cost of remuneration of the personnel, including wages, employers' contribution of Provident Fund, ESI, EPF, statutory taxes, GST. However, any increase or decrease in the Minimum Wages as declared by Government from time to time shall be borne by the Service Provider.

22. I/We agree for deduction of Tax Deductible at source (TDS) at the prevailing rate from time to time from the bills as per applicable law.

23. I/we confirm that there is no default with respect to statutory payments such as contribution to ESIC, and contributions to EPFO, GST, Income tax etc.

24. I/We solemnly declare that our GST rating on the GST portal/Govt. official website is not negative/blacklisted.

25. I/We understand that you are not bound to accept the lowest or any Tender you may receive.

26. I/we agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

27. I/We confirm that I/We are the successful Tenderer shall within 7 days of the receipt from the client, furnish the performance security deposit in accordance with the Condition of contract.

In witness thereof, I/we submit this Tender in accordance with the terms of the Tender document.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Service provider:
Address:

3B. SERVICE PROVIDER'S REFERENCES

Relevant Services Carried Out in the Last Five Years
That Best Illustrate Qualifications.

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Service Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="3">Name of the Senior Staff (Co-Ordinator etc.,) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Assignment:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:_____

3C. COMMENTS AND SUGGESTIONS OF SERVICE PROVIDER ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN

- *To be submitted by the Bidders in their proposals.*

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

The bidder shall provide each member to be deployed in this assignment with their defined roles and responsibilities as per the terms of reference.

Si No.	Name of the Staff	Position	Roles and responsibilities
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

3F. FORMAT OF CURRICULUM VITAE (CV) FORPROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant:_____

Name of Staff:_____

Profession: _____

Date of Birth _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies:_____

Detailed Tasks Assigned:_____

Key Qualifications:

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

Education:

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

Employment Record:

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

Languages: [*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*]

Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Signature of staff member and authorized representative of the Consultant]

Full name of staff member:
Full name of authorized representative:

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

- Not Applicable -

3H. ACTIVITY (WORK) SCHEDULE

- Not Applicable -

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form.

4B. Summary of costs.

4C. Break Down Costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

(Financial bid shall be submitted in e-procurement only)
(The form is only for reference to the bidders)

As per the Government Orders vide **FD/165/EXP-12/2017 dated: 21/03/2017 and FD/539/EXP-12/2017 dated: 02/06/2017**, the option of uploading the documents in financial bid section is disabled.

From:
(Name of Service provider)

To:
Executive Engineer, East Division
Bangalore Development Authority
Ground Floor, Nagarabhirudhi Bhavan, 22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot, Indiranagar, Bengaluru, Karnataka 560008.

Ladies/Gentlemen,

Subject: "**PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS**" Financial Proposal-reg

We, the undersigned, offer to provide the providing the Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals). Our attached financial proposal is Rs._____ /-.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Bidder:
Address:

4B. SUMMARY OF COSTS

(Should be entered in e - procurement portal only)

As per the Government Orders vide **FD/165/EXP-12/2017 dated: 21/03/2017 and FD/539/EXP-12/2017 dated: 02/06/2017**, the option of uploading the documents in financial bid section is disabled.

Si. No	Particulars	Price bid quoted by the bidder.
1.	Renumeration of the key staff	
2.	Survey Cost	
3.	Reports submission	
4.	Miscellaneous	
	Total	
	GST @ 18%	
	Total amount with GST	

Note:

1. **The one window provision in the e-procurement portal for submission of price bid. The bidder shall enter the total value of the service based on their estimate amount for providing the service. The bidders are advised to enter price bid in rupees only.**

4C. BREAKDOWN OF COSTS

The Client shall solicit the price bid break up cost from the successful bidder to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultants.

SECTION 5: TERMS OF REFERENCE

PREPARATION OF DETAILED PROJECT REPORT FOR CONSTRUCTION OF TUNNEL FROM KANTEERAVA STUDIO UNDER PASS TO BEL CIRCLE VIA GORAGUNTEPALYA JUNCTION WITH CONNECTING LOOPS

1. BACKGROUND INFORMATION:

1.1 Bengaluru has witnessed rapid urbanization, substantial economic growth, and a significant increase in vehicular traffic over the years. The city's road infrastructure is under increasing pressure due to the growth in private vehicles, public transport, and freight movement. As a result, several key intersections experience severe traffic congestion, leading to increased travel time, fuel consumption, environmental pollution, and reduced overall traffic efficiency.

1.2 Goruguntepalya Junction is one of the most critical traffic nodes in Bengaluru, connecting Tumakuru Road (NH-48), the Outer Ring Road, Yeshwanthpur, Peenya Industrial Area, and other major commercial and residential areas. Despite the presence of flyovers and other traffic improvement measures, the junction continues to experience heavy congestion throughout the day because of high traffic volumes, intersecting traffic movements, and limited scope for expanding the existing road infrastructure in the densely developed urban environment.

1.3 To address these challenges, the Bangalore Development Authority (BDA) proposes to develop a tunnel corridor connecting between BHEL Road and Kanteerava Studio with distance of 4.5 Km approximately as a sustainable long-term mobility solution. The proposed tunnel aims to provide uninterrupted movement for through traffic, reduce congestion at the surface level, improve road safety, and enhance connectivity across the city. Preparation of a comprehensive Detailed Project Report (DPR) will involve detailed traffic studies, surveys, geotechnical investigations, engineering designs, environmental assessments, cost estimation, and preparation of tender documents to facilitate successful implementation of the project.

2. OBJECTIVES

2.1.1 The primary objective of the consultancy services is to establish the technical, economic, financial, environmental, and operational viability of the proposed tunnel road project and to prepare a comprehensive Detailed Project Report (DPR) for the development of the tunnel, approach roads, portals, associated structures, and allied infrastructure, including provision of pre-construction services.

2.1.2 The Consultant shall assess the feasibility and viability of the project by undertaking comprehensive traffic studies, topographical surveys, utility mapping, geological and geotechnical investigations, hydrological studies, environmental and social assessments, and engineering analyses. The DPR shall optimize the tunnel alignment and associated infrastructure considering safety, constructability, lifecycle costs, environmental sustainability, operation and maintenance requirements, land acquisition, utility relocation, and future traffic demand within the stipulated project timeline.

2.1.3 The Detailed Project Report (DPR) shall, inter alia, include detailed engineering designs for the tunnel, approach roads, portals, retaining structures, drainage systems, ventilation systems, electrical and mechanical (MEP) works, fire and life safety systems, intelligent transportation systems (ITS), traffic management measures, utility shifting plans, detailed construction methodology, quantities of works, technical specifications, detailed drawings, cost estimates, economic and financial analyses, environmental and social management plans, implementation schedules, and preparation of tender documents suitable for national and international competitive bidding.

2.1.4 The Consultant shall ensure that the DPR incorporates the principles of value engineering, sustainability, quality assurance, risk management, resilience, and operational safety. Independent safety audits shall be carried out at appropriate stages of project development, including tunnel safety, structural safety, traffic safety, and fire and life safety, in accordance with applicable national codes, international standards, and the requirements specified in the Terms of Reference.

2.1.5 The Consultant shall submit a Feasibility Report identifying the preferred project alternative based on technical, economic, financial, environmental, and social evaluations. The report shall include preliminary designs, implementation strategy, construction methodology, project phasing, cost estimates, economic and financial viability analyses, and recommendations on the most suitable mode of project implementation.

2.1.6 The Employer reserves the right to terminate the consultancy services upon completion of the Inception Report or Feasibility Study stage if the project is found to be technically, economically, financially, or environmentally unviable, or due to administrative or policy considerations. In such an event, the Consultant shall be paid for the services satisfactorily completed up to the stage of termination in accordance with the provisions of the Contract.

3. SCOPE OF SERVICES:

3.1.1 The general scope of services is given in the sections that follow. However, the entire scope of services would, inter-alia, include the items mentioned in the Letter of Invitation, terms of reference, general contract and any supplements and appendices to these documents.

4. SCOPE OF WORK:

4.1.1 Reconnaissance Survey: The Consultant shall carry out a detailed reconnaissance survey of the project corridor to understand the existing site conditions, identify engineering constraints, and assess the feasibility of the proposed tunnel alignment. The survey shall document existing roads, structures, utilities, land use, environmental features, access constraints, and other physical characteristics that may influence project planning and design.

4.1.2 Land Acquisition Planning and Documentation

The Consultant shall identify, assess, and furnish all land acquisition requirements necessary for the implementation of the proposed tunnel project, including tunnel portals, approach roads, ventilation shafts, construction camps, muck disposal areas, utility corridors, and any other permanent or temporary land required for the project.

The Consultant shall optimize the project alignment to minimize land acquisition, displacement of affected persons, impact on structures, agricultural land, forests, environmentally sensitive areas, public utilities, and other social and environmental impacts, while ensuring compliance with applicable design standards, technical feasibility, safety requirements, economic viability, and statutory regulations.

The Consultant shall undertake detailed cadastral surveys and collect, verify, and compile all relevant land records and ownership documents from the concerned Revenue Department and other statutory authorities. The Consultant shall prepare a comprehensive Land Acquisition Plan supported by the following documents and information for each affected survey number:

- Record of Rights, Tenancy and Crops (RTC)/Pahani.
- Khata Number and Khata Extract.
- Survey Number and Sub-division Number.
- Village Map and Tippani Sketch.
- Cadastral Map showing the proposed alignment.
- Encumbrance Certificate (EC) for the prescribed period.
- Mutation Register Extracts (MR).
- Land ownership details, including names of recorded owners and joint holders.

- Land classification (Government, Private, Forest, Agricultural, Residential, Commercial, Industrial, Institutional, etc.).
- Existing land use and land cover details.
- Extent of total land and extent proposed for acquisition.
- Details of Government lands, Gomal lands, Forest lands, Wakf properties, Temple lands, Railway lands, Defence lands, and lands belonging to other Government agencies.
- Details of buildings, structures, trees, wells, borewells, utilities, and other assets situated within the proposed acquisition area.
- Details of any pending litigation, court cases, acquisition notifications, or ownership disputes, wherever available.
- Identification of easements, rights of way, and existing access roads.
- Details of utilities requiring relocation, including water supply lines, sewer lines, electrical lines, transmission towers, optical fibre cables, gas pipelines, irrigation canals, and drainage systems.

The Consultant shall survey number-wise Land Acquisition Schedules, Land Plans, ownership registers, and GIS-based land acquisition maps indicating the exact extent of land required for permanent and temporary acquisition. The Consultant shall also prepare detailed estimates of land acquisition costs, compensation, Rehabilitation and Resettlement (R&R) requirements, utility shifting costs, and all statutory charges in accordance with the applicable Central and State Government Acts, Rules, Regulations, and prevailing Government guidelines.

The Consultant shall coordinate with the Revenue Department, Registration Department, Forest Department, Local Bodies, Utility Agencies, and other concerned authorities to verify land records and facilitate the preparation of complete and accurate land acquisition proposals for submission to the Employer.

4.1.3 Topographical and Corridor Survey: The Consultant shall undertake detailed topographical surveys using DGPS, Total Station, LiDAR, drone mapping, or equivalent modern survey techniques. The survey shall capture existing ground levels, road geometry, buildings, drainage systems, utility corridors, trees, metro structures, and other permanent features required for preparation of accurate engineering drawings and digital terrain models.

4.1.4 Traffic and Transportation Survey: Comprehensive traffic investigations shall be carried out to establish existing and future traffic demand. The scope shall include classified traffic volume counts, turning movement counts, origin–destination surveys, travel time and delay studies, pedestrian movement surveys, accident analysis, and traffic forecasting to support alignment selection and tunnel capacity planning.

4.1.5 Geological and Geotechnical Investigations: The Consultant shall undertake detailed geological mapping, borehole drilling, rock coring, laboratory testing, and geotechnical investigations along the proposed tunnel alignment and associated structures. The investigations shall establish subsurface conditions, groundwater characteristics, rock mass quality, and engineering parameters required for tunnel excavation and structural design.

4.1.6 Geophysical and Hydrogeological Studies Advanced geophysical investigations such as seismic refraction, electrical resistivity, Ground Penetrating Radar (GPR), and other appropriate techniques shall be carried out to identify hidden geological features, faults, cavities, and groundwater conditions. The results shall supplement the geotechnical investigations and improve the reliability of tunnel design.

4.1.7 Utility Mapping and Condition Assessment: The Consultant shall identify, locate, and map all existing underground and above-ground utilities, including water supply lines, sewerage systems, storm water drains, electrical cables, gas pipelines, telecommunication networks, and metro utilities. Utility mapping shall be carried out using available records, field verification, and modern detection equipment to facilitate utility protection and relocation planning.

4.1.8 Hydrology and Environmental Baseline Studies: Hydrological investigations shall be undertaken to assess existing drainage patterns, flood levels, rainfall characteristics, groundwater conditions, and storm water management requirements. Simultaneously, baseline environmental studies covering air quality, noise, water quality, soil quality, vegetation, and ecological features shall be conducted to support environmental impact assessment and statutory clearances

4.1.9 Structural Condition Assessment: The Consultant shall inspect and assess the structural condition of existing flyovers, bridges, retaining walls, metro structures, buildings, and other infrastructure located within the project influence zone. The assessment shall identify potential risks associated with tunnel construction and recommend suitable protection, monitoring, and strengthening measures wherever necessary.

4.1.10 Construction Material Investigation: The Consultant shall identify and evaluate potential sources of construction materials, including aggregates, sand, borrow earth, water, and disposal sites. Laboratory testing shall be carried out to determine the suitability of materials for permanent works, while assessing availability, transportation logistics, environmental considerations, and overall project economy

4.1.11 Data Analysis and Investigation Report: All field investigation data shall be processed, interpreted, and integrated into a comprehensive investigation report forming the basis for detailed engineering design. The Consultant shall prepare geological models, geotechnical profiles, utility maps, digital terrain models, GIS databases, and recommendations required for preparation of the Detailed Project Report (DPR), cost estimates, and tender documents

4.1.12 Tunnel Ventilation System Design: The Consultant shall design an efficient tunnel ventilation system to maintain acceptable air quality and visibility during normal operations and to provide effective smoke extraction during emergency situations. The design shall include ventilation strategy, air quality analysis, ventilation shafts, jet fans or longitudinal/transverse ventilation systems, control philosophy, energy efficiency measures, and compliance with applicable national and international tunnel safety standards.

4.1.13 Fire & Life Safety System Design: The Consultant shall prepare a comprehensive fire and life safety design for the tunnel, incorporating fire detection and alarm systems, fire suppression arrangements, emergency exits, cross passages, emergency communication systems, evacuation routes, refuge areas, smoke management, and incident response procedures. The design shall conform to applicable IRC, NFPA, PIARC, BIS, and other relevant international standards.

4.1.14 Electrical and Mechanical (MEP) Systems: The Consultant shall design all electrical and mechanical systems necessary for safe and reliable tunnel operation. The scope shall include power supply and distribution, standby power systems, lighting, ventilation equipment, pumping systems, tunnel drainage, SCADA, control systems, earthing and lightning protection, utility services, operation and maintenance facilities, and energy-efficient solutions.

4.1.15 Intelligent Transportation Systems (ITS): The Consultant shall develop an integrated Intelligent Transportation System (ITS) for efficient tunnel operation and traffic management. The scope shall include CCTV surveillance, automatic incident detection, traffic monitoring, variable message signs, lane control signals, emergency telephones, public address systems, speed enforcement, communication networks, fibre optic systems, centralized control centre integration, and smart traffic management technologies.

4.1.16 Environmental Impact Assessment (EIA) and Environmental Management Plan (EMP): The Consultant shall carry out a comprehensive Environmental Impact Assessment (EIA) to evaluate the potential environmental impacts arising from construction and operation of the tunnel project. Based on the findings, the Consultant shall prepare an Environmental Management Plan (EMP) covering mitigation measures, environmental monitoring programmes, pollution control measures, tree protection and compensatory plantation, waste management, climate resilience, statutory clearances, and environmental compliance requirements

4.1.17 Utility Identification and Shifting Plan: The Consultant shall identify, map, and assess all existing underground and above-ground utilities within the project corridor, including water supply, sewerage, storm water drains, electrical networks, gas pipelines, communication cables, metro utilities, and other service infrastructure. A comprehensive utility relocation and protection plan shall be prepared in consultation with the respective utility agencies, minimizing disruption to public services during construction.

4.1.18 Construction Methodology: The Consultant shall develop a detailed construction methodology considering site constraints, geology, groundwater conditions, adjacent structures, existing traffic, and urban infrastructure. The methodology shall include selection of suitable excavation techniques (such as NATM, Cut-and-Cover, or TBM where applicable), temporary support systems, construction staging, dewatering, instrumentation and monitoring, quality control procedures, safety management, construction sequencing, and risk mitigation measures to ensure safe and timely project execution

4.1.19 Traffic Diversion During Construction: The Consultant shall prepare a comprehensive Traffic Management and Diversion Plan to ensure safe and uninterrupted movement of traffic during construction. The plan shall include phased construction, temporary diversions, pedestrian safety measures, traffic signage, temporary lighting, public information systems, emergency vehicle access, and coordination with traffic police and other statutory authorities.

4.1.20 Construction Planning and Scheduling: The Consultant shall develop a detailed construction implementation plan covering construction sequencing, work breakdown structure, resource planning, equipment deployment, procurement schedule, critical path analysis, and project milestones. A detailed CPM/PERT network and project schedule shall be prepared using recognized project management software to facilitate efficient monitoring and timely completion.

4.1.21 Cost Estimates and Bill of Quantities: The Consultant shall prepare detailed cost estimates based on approved Schedule of Rates (SoR), market rate analysis, and current construction practices. Detailed Bills of Quantities (BOQ) shall be prepared for all civil, structural, tunnel, MEP, ITS, utility shifting, environmental, and safety works, together with abstract cost estimates, contingencies, taxes, escalation provisions, and project cost summaries.

4.1.22 Economic and Financial Analysis: The Consultant shall undertake economic and financial analyses to establish the viability of the proposed project. The analysis shall include traffic demand forecasting, vehicle operating cost savings, travel time savings, accident cost reduction, environmental benefits, life-cycle cost analysis, Economic Internal Rate of Return (EIRR), Net Present Value (NPV), Benefit-Cost Ratio (BCR), sensitivity analysis, and financial sustainability under different implementation scenarios.

4.1.23 Risk Assessment and Value Engineering: The Consultant shall identify, evaluate, and prioritize technical, geological, environmental, construction, operational, financial, and contractual risks associated with the project. Appropriate mitigation measures and contingency plans shall be developed. Value engineering studies shall also be undertaken to optimize project cost, construction methodology, operational efficiency, durability, and maintainability without compromising safety or performance.

4.1.24 Quality Assurance and Safety Audits: The Consultant shall establish a comprehensive Quality Assurance and Quality Control (QA/QC) framework for the DPR preparation process. Independent road safety, tunnel safety, structural safety, and fire & life safety audits shall be carried out at various stages of project development. All recommendations shall be incorporated into the final DPR to ensure compliance with applicable standards and best engineering practices.

4.1.25 Preparation of Drawings: The Consultant shall prepare complete engineering drawings required for execution of the project, including alignment plans, plan and profile drawings, tunnel layouts, portal arrangements, cross-sections, structural drawings, drainage layouts, utility relocation plans, ventilation layouts, electrical and mechanical drawings, ITS layouts, traffic management plans, and construction staging drawings using BIM/CAD platforms wherever applicable.

4.1.26 Tender Documents and Technical Specifications: The Consultant shall prepare comprehensive bid documents suitable for procurement through national or international competitive bidding. The documents shall include technical specifications, contract conditions, employer's requirements, BOQ, design criteria, construction specifications, quality assurance requirements, performance standards, payment schedules, and all other documents necessary for inviting and evaluating bids.

4.1.27 Assistance During Bid Process: The Consultant shall provide complete technical assistance to the Employer during the bidding process. The services shall include preparation of responses to bidder queries, participation in pre-bid meetings, issue of clarifications and addenda, technical evaluation of bids, review of alternative proposals, and assistance in finalization of the successful bidder.

4.1.28 Deliverables and Submission Schedule: The Consultant shall submit all reports and deliverables in accordance with the approved work programme. Deliverables shall include the Inception Report, Traffic Study Report, Survey Reports, Geological and Geotechnical Investigation Reports, Feasibility Report, Draft DPR, Final DPR, Detailed Engineering Drawings, Cost Estimates, Tender Documents, Environmental and Social Reports, and all supporting digital data in editable and PDF formats.

4.1.29 Key Personnel Requirements: The Consultant shall deploy qualified and experienced professionals for successful execution of the assignment. The multidisciplinary team shall include experts in tunnel engineering, structural engineering, geotechnical engineering, engineering geology, transportation planning, hydrology, environmental engineering, electrical and mechanical systems, ventilation, fire and life safety, ITS, quantity surveying, contract management, and project planning. The personnel shall remain available throughout the respective stages of the assignment.

4.1.30 Equipment Requirements: The Consultant shall mobilize all survey, investigation, testing, laboratory, and design equipment necessary for carrying out the assignment. This shall include DGPS, Total Stations, LiDAR systems, UAV/Drone survey equipment, borehole drilling rigs, geophysical investigation equipment, Ground Penetrating Radar (GPR), laboratory testing facilities, traffic survey equipment, environmental monitoring instruments, and licensed engineering software required for design and analysis.

4.1.31 Reporting Requirements: The Consultant shall establish an effective reporting and project monitoring mechanism throughout the consultancy period. Monthly progress reports, review meeting presentations, technical notes, risk registers, action taken reports, and milestone completion reports shall be submitted to the Employer. All reports shall clearly indicate progress achieved, issues encountered, mitigation measures, and activities planned for the subsequent reporting period.

4.1.32 Payment Milestones: Payments to the Consultant shall be linked to the successful completion and approval of defined project milestones. The milestone schedule shall typically include submission and acceptance of the Inception Report, completion of field investigations, approval of the Feasibility Report, submission of Draft DPR, submission of Final DPR, approval of detailed engineering drawings, submission of tender documents, and completion of bid process assistance. The exact payment percentages shall be specified in the Contract Agreement.

4.1.33 Time Schedule: The Consultant shall complete the consultancy services within the period specified in the Contract. A detailed activity-wise work programme shall be prepared indicating timelines for surveys, investigations, feasibility studies, design development, statutory clearances, DPR preparation, tender documentation, and bid process support. The schedule shall identify critical milestones and ensure timely completion of the assignment.

4.1.34 Applicable Codes and Standards: All investigations, analyses, designs, drawings, technical specifications, and reports shall conform to the latest editions of applicable standards and guidelines issued by MoRTH, IRC, BIS, NBC, Indian Electricity Rules, CPWD Specifications, and other relevant Government regulations. Where Indian standards are unavailable, internationally accepted codes such as PIARC, NFPA, AASHTO, Eurocodes, ITA Guidelines, and other recognized international standards shall be adopted with the prior approval of the Employer

4.1.35 The Consultant shall prepare the DPR in close coordination with all concerned Central, State Government, and Local Authority stakeholder departments/agencies to ensure proper integration of the project with existing and proposed infrastructure. The Consultant shall obtain all necessary data, conduct consultations, convene coordination meetings, and incorporate the observations, comments, and requirements of the respective stakeholders in the DPR.

The Consultant shall coordinate, as applicable, with agencies including but not limited to **Greater Bengaluru Authority (GBA), National Highways Authority of India (NHAI), Bengaluru Metro Rail Corporation Limited (BMRCL), Rail Infrastructure Development Company (Karnataka) Limited (K-RIDE), Bengaluru Suburban Mobility Integration and Land Enhancement (B-SMILE), Bangalore Electricity Supply Company Limited (BESCOM), Bengaluru Water Supply and Sewerage Board (BWSSB), Gas Authority of India Limited (GAIL), South Western Railway, Defence Authorities, Bengaluru Development Authority (BDA), Karnataka Industrial Areas Development Board (KIADB), Karnataka State Pollution Control Board (KSPCB), Forest Department, Revenue Department, National Monuments Authority (where applicable), Airports Authority of India (where applicable), Traffic Police, Fire and Emergency Services, Disaster Management Authorities, utility service providers, and any other statutory or stakeholder departments as directed by the Employer.

The Consultant shall identify all interface requirements, existing and proposed utilities, ongoing and planned infrastructure projects, statutory constraints, land acquisition issues, and necessary permissions/NOCs from the respective authorities. The Consultant shall maintain records of stakeholder consultations, meetings, decisions, approvals, and correspondence, and submit the same as part of the DPR. Any observations or conditions stipulated by the stakeholder departments shall be duly addressed and incorporated into the DPR, with appropriate technical justifications wherever required.

4.1.36 The consultant shall establish a local office after execution of contract with the BDA for local co-ordination and completion of the DPR services effectively and within the stipulated period of time period

4.1.37 The Consultant shall identify all statutory approvals, permissions, clearances, licences, and No Objection Certificates (NOCs) required for implementation of the Tunnel Project from the concerned Central Government, State Government, Local Authorities, and other statutory agencies. The Consultant shall prepare and submit, as part of the DPR, a Statutory Approval Matrix indicating the approval required, approving authority, applicable regulations, documents required, timelines, and responsibility for obtaining each approval. The Consultant shall also provide all necessary technical inputs, drawings, and supporting documents required to facilitate obtaining such approvals.

5. REPORTING REQUIREMENTS

The following are the Deliverables to be submitted by the Consultant–

Sl. No.	Deliverable	Timeframe	Penalty
1.	Submission of Inception Report	15 days from the Commencement Date	Rs. 20,000/ for each day delay beyond 15 days.
2.	Submission of Intermediate Reports	30th day from the commencement Date	Rs. 25,000/- for each day delay beyond 30 days.

Sl. No.	Deliverable	Timeframe	Penalty
3.	Draft DPR submission	50 days from the commencement of contract.	Rs. 50,000/- for each day delay beyond 50 days.
4	Final DPR submission	60 days from the commencement of contract.	Rs. 50,000/- for each day delay beyond 60 days.

6. LIST OF KEY PROFESSIONAL POSITIONS TO BE UNDER DPR SERVICE:

Sl No.	Key Positions	Age Limit	Educational Qualification	Total years of Experience	Essential Experience	Roles and Responsibilities
1.	Team Leader cum Senior Tunnel Expert	65 Years	Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering or Post Graduate in Civil Engineering/Tunnel Engineering/Mining Engineering	15 Years	• Minimum 15 years of professional experience in planning, design, and preparation of DPRs for major tunnel infrastructure projects in the Road, Rail, or Metro sectors. • Minimum 5 years of experience as Team Leader/Project Manager in DPR preparation, detailed engineering design, or design management of major tunnel projects involving underground infrastructure. • Demonstrated experience in coordinating multidisciplinary teams, including geological, geotechnical, structural, MEP, ventilation, fire & life safety, and traffic engineering experts, for successful preparation of DPRs, detailed engineering designs, and tender documents. sectors.	• Lead and coordinate the multidisciplinary consultancy team and act as the primary point of contact between the Employer and the Consultant. • Prepare the overall work plan, methodology, resource deployment, and ensure timely completion of all consultancy services. • Supervise all field investigations, including surveys, traffic studies, geological, geotechnical, utility, environmental, and social investigations. • Review and finalize the tunnel alignment, engineering design, construction methodology, and associated infrastructure in accordance with applicable standards. • Coordinate the design of tunnel structures, ventilation, MEP, fire & life safety, ITS, drainage, and other tunnel systems. • Review and approve engineering drawings, design calculations, technical specifications, BOQ, cost estimates, and

						tender documents. • Ensure incorporation of value engineering, risk assessment, quality assurance, safety audits, and statutory requirements into the DPR. • Coordinate with Government Departments, utility agencies, Metro/Railway authorities, and other stakeholders for technical approvals and project implementation. • Review and certify all reports, drawings, and deliverables before submission and present technical recommendations to the Employer. • Provide technical support during the bid process, including pre-bid meetings, clarification of queries, bid evaluation, and successful completion of the consultancy assignment.
2.	Tunnel Design Expert	60 Years	Degree in Civil/ Mining Engineering or Post Graduation in Design/ Structural Engineering or equivalent.	15 Years	• At least 10 years of professional Experience as Tunnel Design Engineer (Structural) • Experience as Tunnel Design Engineer (Structural) of major tunnel construction/construction supervision projects (Road/Rail/Metro).	• Develop tunnel alignment, cross-sections, excavation methodology, lining systems, and support arrangements. • Coordinate with geological, geotechnical, MEP, and structural experts to prepare an integrated tunnel design. • Review design calculations, drawings, technical specifications, and construction methodology for inclusion in the DPR.

3.	Senior Geotechnical Engineer	60 Years	Civil Engineering/Mining Engineering / Engineering Geology or Geotechnical Engineering /Foundation Engineering/Rock Mechanics/Geoscience or equivalent	15 Years	• Minimum 15 years of experience in geotechnical investigations and foundation engineering for infrastructure projects. • Experience in tunnel-related geotechnical investigations and interpretation of subsurface conditions. • Experience in preparation of geotechnical reports for DPRs of tunnel, highway, metro, or underground projects.	• Plan and supervise borehole drilling, laboratory testing, and geotechnical investigations. • Assess soil and rock characteristics, groundwater conditions, and foundation requirements. • Recommend excavation support systems, foundation designs, and ground improvement measures.
4.	Tunnel MEP Expert	60 Years	Degree in Electrical/Mechanical Engineering. Or Post Graduation in Degree in Electrical/Mech Engineering.	15 Years	• Minimum 15 years of experience in design of Mechanical, Electrical, and Plumbing (MEP) systems for tunnels or underground infrastructure. • Experience in ventilation, lighting, drainage, power supply, SCADA, and fire & life safety systems. • Experience in preparation of DPRs or detailed engineering designs for tunnel MEP	• Design tunnel ventilation, lighting, power distribution, drainage, pumping, and SCADA systems. • Coordinate with fire & life safety and ITS experts for integrated tunnel operation. • Prepare MEP drawings, technical specifications, BOQ, and cost estimates.

					systems.	
5.	Highway cum pavement Engineer	50 years	Bachelor's Degree in Civil Engineering with specialization or Master's Degree in Highway Engineering/Transportation Engineering/Pavement Engineering from a recognized University.	15 Years	• Minimum 12 years of experience in highway planning and geometric design. • Experience in DPR preparation for National Highways, Expressways, or Urban Road projects. • Proficiency in IRC, MoRTH standards, and road safety requirements.	• Design approach roads, interchanges, junctions, and pavement systems. • Carry out highway geometric design, traffic integration, and road safety improvements. • Prepare highway drawings, BOQ, specifications, and cost estimates.
6.	Site Engineers	40 years	Bachelor's Degree or Diploma in Civil Engineering from a recognized University/Institution.	8 Years	• Degree/Diploma in Civil Engineering with 5 years of experience in highway, bridge, tunnel, or underground infrastructure projects. • Experience in field surveys, construction supervision, or geotechnical investigations. • Familiarity with survey instruments, quality control procedures, and field documentation.	• Assist in field surveys, investigations, site inspections, and data collection. • Supervise field investigation activities, coordinate with laboratories, and maintain project records. • Support senior experts in preparation of reports, drawings, measurements, and progress monitoring.
7.	Senior Geophysicist	65 Year	Bachelor's Degree in Geophysics,	15 years	• Minimum 12 years of professional experience in	• Plan, supervise, and execute geophysical investigations along the proposed tunnel

		s	Applied Geophysics, or Earth Sciences from a recognized University. Or Master's Degree (M.Sc./M.Tech.) in Geophysics, Applied Geophysics, Engineering Geophysics, or Geosciences from a recognized University or Institution		geophysical investigations for infrastructure projects, including tunnels, highways, metro, rail, or underground works. • Experience in planning, conducting, and interpreting geophysical investigations such as Seismic Refraction, Electrical Resistivity Tomography (ERT), Ground Penetrating Radar (GPR), MASW, and Down-hole/Cross-hole seismic surveys for tunnel or underground projects. • Experience in preparation of geophysical investigation reports and integration of geophysical data with geological and geotechnical studies for preparation of DPRs and detailed engineering designs of tunnel projects.	alignment using appropriate survey techniques and equipment. • Carry out and interpret geophysical surveys, including Seismic Refraction, Electrical Resistivity Tomography (ERT), Ground Penetrating Radar (GPR), MASW, and other suitable methods to assess subsurface conditions. • Identify geological features such as faults, shear zones, fractures, cavities, weathered rock, and groundwater zones that may affect tunnel construction. • Integrate geophysical data with geological and geotechnical investigation results to develop reliable subsurface models for tunnel design. • Recommend additional investigations wherever required to reduce geological uncertainties and improve design reliability. • Coordinate with the Tunnel Design Expert, Engineering Geologist, and Senior Geotechnical Engineer in finalizing tunnel alignment and excavation methodology. • Prepare geophysical investigation reports, interpretation drawings, subsurface profiles, and technical recommendations

						for incorporation into the DPR. • Ensure that all investigations are carried out in accordance with applicable standards, technical specifications, and international best practices for tunnel engineering.

SECTION 6: CONTRACT FOR SERVICE PROVIDER'S SERVICES

Between

Executive Engineer, (East Division)
Bangalore Development Authority,
Ground Floor, Nagarabhirudhi Bhavan,
22, 17th "F" Cross, Old Madras Rd, Near BMTC Bus Depot,
Indiranagar, Bengaluru - 560008.

and

M/s. _
[Name of Service Provider]

Dated:

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2025___ , between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the " Service provider ").
WHEREAS

(a) the Client has requested the Service provider to provide certain providing the Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service provider , having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
   (a) The General Conditions of Contract (hereinafter called "GC");
   (b) The Special Conditions of contract (hereinafter called "SC");
   (c) Scope and Conditions of the Services:
   (d) Pre-meeting Clarifications.
   (e) Addendum and Corrigendum.
   (f) Performance security submitted by Service Provider.

2. The mutual rights and obligations of the Client and the Service provider shall be as set forth in the Contract, in particular:

   (a) The Service provider shall carry out the Services in accordance with the provisions of the Contract; and

   (b) the Client shall make payments to the Service provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF Bangalore Development Authority	FOR AND ON BEHALF OF SERVICE PROVIDER

Witness: _____

1.

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Service provider consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Service provider’ rights and obligations towards the Client under this Contract.

(i) "Party" means the Client or the Service provider, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Service provider or by any Sub-Service provider as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Service provider pursuant to this Contract as described in Appendix A; and

(m) **Deleted.** "Sub-Service provider" means any entity to which the Service provider subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) **Deleted.** ‘Third party” means any person or entity other than the Government, the Client, the Service provider, or a Sub-Service provider.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service provider may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Service provider and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Service provider shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at

the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 **No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 **Suspension:**

The Client may by written notice of suspension to the Service provider , suspend all payments to the Service provider hereunder if the Service provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service provider of such notice of suspension.

2.7 **Termination**

2.7.1 **By the Client**

The Client may terminate this Contract, by not less than thirty (30) days'

written notice of termination to the Service provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

(a) if the Service provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Service provider (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:
"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Bangalore Development Authority, and includes collusive practice among Service provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Bangalore Development Authority of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 **By the Service provider**

The Service provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Service provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service provider that such payment is overdue;

(c) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service provider may have subsequently approved in writing) following the receipt by the Client of the Service provider' notice specifying such breach;

(c) if, as the result of Force Majeure, the Service provider are unable to

perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Service provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service provider and equipment and materials furnished by the Client, the Service provider shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Service provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. OBLIGATIONS OF THE SERVICE PROVIDER:

3.1 General

The Service provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Service provider or third parties.

3.2 Conflict of Interests

3.2.1 **Service provider Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Service provider pursuant to Clause 6 shall constitute the Service provider ' sole remuneration in connection with this Contract or the Services, and the Service provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service provider shall use their best efforts to ensure that the Personnel, any Sub-Service provider , and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Procurement Rules of Funding Agencies**

If the Service provider , as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Service provider shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Service provider in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 **Service provider and Affiliates Not to engage in certain Activities**

The Service provider agree that, during the term of this Contract and after its termination, the Service provider and their affiliates, as well as any Sub-Service provider and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 **Prohibition of Conflicting Activities**

Neither the Service provider nor their Sub- Service provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or
b. after the termination of this Contract, such other activities as may be specified in the SC.

3.3 **Confidentiality**

The Service provider , their Sub- Service provider , and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 **Insurance to Be Taken out by the Service provider**

The Service provider (a) shall take out and maintain, and shall cause any Sub-Service provider to take out and maintain, at their (or the Sub- Service provider ', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC;

and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Service provider' Actions Requiring Client's Prior Approval**

The Service provider shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood

(i) that the selection of the Sub-Service provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service provider shall remain fully liable for the performance of the Services by the Sub-Service provider and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub- Service provider "), and

(c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Service provider shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Service provider to Be the Property of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Service provider in accordance with Clause 3.6 shall become and remain the property of the Client, and the Service provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Service provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Service provider by the Client or purchased by the Service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Service provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Service provider , unless otherwise instructed by by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. SERVICE PROVIDER' PERSONNEL AND SUB- SERVICE PROVIDER

4.1 **Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of

engagement in the carrying out of the Services of the Service provider ' Key Personnel are described in Appendix C. The Key Personnel and Sub- Service provider listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service provider, it becomes necessary to replace any of the Key Personnel, the Service provider shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Service provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Service provider and the Personnel employed by the Service provider for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Service provider, and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Client shall make available to the Service provider and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Service provider as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Service provider for the performance of the Services, (ii) the manner in which the Service provider shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Service provider as a result thereof.

6. PAYMENT TO THE SERVICE PROVIDER:

6.1 Lump Sum Remuneration

The Service provider's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Service provider in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract price is set forth in the SC.

6.3 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made to the account of the Service provider and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Service provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Service provider have submitted an invoice to the Client specifying the amount due.

6.5 Interest on Delayed Payments (Not applicable)

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request, for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1 (h)	The Service Provider Member in Charge is: Name: Address: Telephone No: Email id:
1.4	The addresses are: Client: Executive Engineer _____, _____ _____ Service provider: _____ _____ _____ _____ Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission; and (c) in the case of facsimiles, 24 hours following confirmed transmission.]
1.4	The Authorized Representatives are: For the Client: _____ _____ _____ For the Service provider: _____ _____ _____
1.7	Payment of GST Tax under the contract: i. The payment of GST and GST Cess to the Service Provider shall be made only on the latter submitting a GST compliant bill/invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of

	Service shall be shown being made in the name, location/state, and GSTIN of the Service Provider only; the location of the procurement office of the Client has no bearing on the invoicing. ii. While claiming reimbursement of duties, taxes etc., (like GST) from the Client, as and if permitted under the contract, the Service Provider also agree and confirm that in case he gets any refund out of such taxes and duties from the concerned authorities at a later date, the Service Provider shall refund to the Client, the Client's share out of such refund received by the Service Provider. The Service Provider shall also refund the appropriate amount to the Client immediately on receiving the same from the concerned authorities. iii. The Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only the net balance payment due. iv. GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions: a. The Client shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed. b. However, the Client shall not be responsible for the contractor's tax payment or duty under misapprehension of the law. c. In case of profiteering by the contractor relating to GST tax, the Client shall treat it as a violation of the code of integrity in the contract and avail any or all punitive actions there under, in addition of recovery and action by the GST authorities under the Act.
2.1	The date on which this Contract shall come into effect is: 10 days from the signing of agreement.
2.2	10 days from the signing of agreement.
2.3	60 days from the date of commencement of service or as specified by the client.
3.4	The risks and coverage by insurance shall be: (i) Third party motor vehicle liability insurance in respect of motor vehicles operated by the Service Provider or its Personnel in performing the activities connected with this Contract in accordance with the applicable laws of Karnataka State;

	(ii) Third party liability insurance in accordance with the applicable laws of Karnataka State; (iii) Employer's liability and workers' compensation insurance in respect of the Personnel of the Service provider in accordance with the relevant provisions of the applicable laws of Karnataka State
6.4	The Service Provider account details: Bank Name: Account Number: IFSC Code: MICR Code: Branch Name: Location: GST No: PAN No: The service provider will be paid within 30 working days from the date of submission of bill.
7.2	Any disputes of this contract shall be settled as follows: The Engineer Member, BDA is the First Appellate Authority. If the dispute is not settled amicably. The same shall be referred final appellate authority. The Commissioner, BDA is the Final Appellate Authority. The Final Appellate Authority decision is final. Any party aggrieved by the decision of the Final Appellate Authority may challenge such decision before the Hon'ble High Court of Karnataka at Bengaluru, which shall have exclusive jurisdiction to hear and decide the matter under this contract.

IV. APPENDICES

APPENDIX A: DESCRIPTION OF THE SERVICES

As per TOR

APPENDIX B: REPORTING REQUIREMENTS

APPENDIX C: KEY PERSONNEL

To be inserted as per the successful bidder deployed key personnel details

APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

As per TOR

APPENDIX E: COST ESTIMATES IN INDIAN RUPEES

To be filled the details before execution of contract

APPENDIX F: FORM OF PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE)

(Clause-2.9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **……** Bank Guarantee: **……** Date: **……**

Dear Sir/Madam,

WHEREAS**……**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **……** dated …… to provide the services on terms and conditions set forth in this Contract _____(insert name of the tender**).** Form of Guarantee for performance security deposit (hereinafter alled the "the Contract"). AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;
NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…….. (Rs ……..) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.
This guarantee shall be valid for a period of 39 months i.e. upto 3 months beyond the expiry of contract period of 36 months.
Signature and Seal of the Guarantor……. In presence of
Name and Designation
(Name, Signature &
Occupation)
Name of the Bank

Address
(Name & Occupation)
Date……